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The Solicitors' Journal

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Current Topics.

Some Doubtful Points in the Budget.

MR. SNOWDEN's income-tax proposals bear heavily upon the family man, as is evidenced by the fact that a married man with children will be called upon to pay a much greater percentage on his old tax than will the single man or the married man without children. The difference between the personal allowances of single and married taxpayers is, of course, relatively smaller. Under the old system the difference was £90, while under the new proposals it is to be only £50, and the allowances for children have been reduced by £10 each. So far, no reference has been made to the £60 income limit for children who are the subject of the allowance, and the absence of any statement would seem to suggest that this limit is not to be reduced. It is noted, also, that a somewhat serious omission has been made regarding what has come to be known as "age relief," where persons over sixty-five years of age and having incomes not exceeding £500 may claim an allowance of one-sixth of the income, whether earned or not. No mention is made in the speech or in the White Paper to this relief, but we are reluctant to accept that it will not be increased to one-fifth (as in the case of earned income), for otherwise the increased rate of tax will bear harshly on old people with limited incomes. Some confusion seems to exist in the minds of some taxpayers as to what the Chancellor of the Exchequer meant when he promised industry an increase of 10 per cent. in the allowances in respect of plant and machinery. It is evident, however, that what is intended is that the wear and tear relief will be increased by 10 per cent.—not that ten points shall be added to the rate of wear and tear as suggested in some quarters. The promise of a more liberal construction in regard to allowances for obsolete machinery will be welcomed by industry as long overdue, and we hope that definite regulations will be prepared for the guidance of inspectors of taxes showing exactly what is to be treated as obsolete for this purpose.

Sailing on Sunday.

THE THREE students on holiday in Seaton who applied to a "surprised magistrate" (we quote from *The Times*) for a permit to enable them to take their own sailing boat to sea on a Sunday, and who duly obtained a signed document, must have found it all very good fun. Not everyone can discover a way of puzzling the local bench, and it is still better if in so doing one can render a public service by calling attention to the survival of a ridiculous law which no one nowadays obeys. Everyone knows there is a Sunday Observance Act of 1677, just as everyone has heard of the illegality of the Sunday cinema performances; but very few people, even among magistrates and lawyers, knew that a man might still solemnly ask a justice of the peace to allow him to use his own boat on a Sunday. The section, which says that "noe person or persons shall use imploy or travell upon the Lords day with any boate wherry lighter or barge except it be upon extraordinary occasion to be allowed by some justice of the peace . . . " imposes a modest penalty of five shillings, but in default of payment and of sufficient distress there is the possibility of being "sett publickly in the stocks by the space of two houres." Perhaps that is what the three students, who must surely be law students, really feared. How they convinced the magistrate that their Sunday sail was an extraordinary occasion is not related; but the magistrate must have found it an extraordinary application.

How to Manufacture a "Court Drama."

THE INGENUITY (and limitations) of the enterprising newspaper reporter were admirably demonstrated in an evening paper recently, in connexion with the case of a boy scout (aged nineteen) who pleaded "guilty" to theft at a local police court and was sentenced to three months' imprisonment by the justices. It would appear that the sentence was regarded locally as being unnecessarily severe, it being apparently, a first offence. Be that as it may, it was decided to appeal to quarter sessions, and an application for release on bail pending the appeal was necessary. It need hardly be said that such an application is a purely formal proceeding, and it would call for the exercise of an exceptionally vivid imagination to make it in any way "dramatic." The young reporter, however, was equal to the occasion. Be it noted that the chairman of the bench, whose duty it was to announce the decision of the justices, is a well-known and highly-respected solicitor, head of one of the most important firms of solicitors in London. The application for bail was made to him and was of course granted, without demur, the usual formalities having been complied with. But "Our Special Correspondent" found in the proceedings all the elements of sensation; and the same evening the following appeared in the paper referred to—"Court Drama of Boy Scout. Bail granted by the Man who Sentenced Him. Unanswered Smile. Warder's 'Good Luck' in the Dock." Above was a portrait of the delinquent. The "report" which follows sets out that the chairman of the bench smiled at the youth, who, however, "remained looking ahead unsmilingly." Then arose a *lady* barrister (whose name we have never had the pleasure of hearing before) who had, the report adds, "secured an appeal"—whatever that may mean—with a request that the appeal be heard at a quarter sessions other than that at which the law required that it should be heard. Needless to say, this novel request could not be granted; and so the proceedings ended so far as the court was concerned. Outside, however, the young gentleman on bail confided to the reporter, it appears, in the presence of a crowd of admiring friends (including a gentleman who had arrived late with "a wad of notes which he thought might be necessary") that "as soon as the case is over I shall either study for my B.Sc., or enter the Air Force." The "wad of notes" gentleman, however, went a little further. "Normally the case will go to the quarter sessions in October, but we are going to do everything we can to get the Home Office to quash the conviction before then," said he. It may (we hope) be assumed that the lady barrister will advise that the Home

Office is hardly likely to interfere to prevent the hearing of an appeal by quarter sessions; also that the court of quarter sessions will deal with the case on its merits and without being in any way prejudiced by the unwise conduct of the friends of the appellant. If justices dealing with offenders who plead "guilty" to felony are to be held up to public ridicule in this fashion, it may be necessary for the legislature to review the law touching contempt of court generally.

A "Frame-up" Divorce.

In referring to a "frame-up" divorce in a recent case, Bateson, J., adopted an Americanism which, perhaps, did not add to the dignity of judicial language, but this kind of collusive divorce goes far to deprive the court of all dignity. According to the report the judge observed that the husband "framed up" adultery in order to allow his wife to divorce him, without committing adultery at all—a case not infrequent of people pretending to commit adultery for the purpose of deceiving the court. That a stereotype form of conspiracy to deceive the court should be referred to on the bench as a common occurrence, and that those who boast of entering into it should never be punished, indicates that there is something seriously wrong with the law. We have continually pointed out the harm these cases do in bringing both the law and the court which administers it into contempt and ridicule, and, indeed, they may perhaps now be regarded as the worst, scandal in the High Court. The farce of the "restitution" letter, now happily abolished as a step in divorce, was bad enough, but for anyone either to commit adultery, or to pretend to commit adultery for reward—the reward being, of course, the dissolution of his marriage—is a very unhappy result of our divorce law.

Ancient Highway or "New Street."

Under what circumstances may an ancient highway, whether carriage way or merely a footpath, be a "new street," and therefore repairable in whole or in part at the cost of the frontagers? This was the question which Mr. Cassels, K.C., the Recorder of Brighton, dealt with in the case of *Brighton Corporation* v. *Wood*, at the recent quarter sessions for the borough. The corporation claimed payment of £1,178 from the respondent as his apportioned share of the cost of making up what the corporation claimed to be a "new street," but which the respondent asserted was an ancient highway repairable by the inhabitants at large. The track in question leads from the village of Ovingdean on the South Downs to the village of Rottingdean. It was admitted that a public footpath existed along this track, but inasmuch as the proceedings were under s. 150 of the Public Health Act, 1875, it was conceded that in such case, in view of the last paragraph of that provision, the whole width of the alleged "new street" could be made up at the expense of the frontagers. In an able and interesting judgment, the learned recorder set out, with appropriate references to the relevant decisions, the main points of law relating to the question at issue. The onus of proving that the frontagers were liable rested, he pointed out, on the corporation. They had called witnesses—ancient inhabitants—to show that part of the track was a bridleway or footpath, and that for a distance a part of the way had been ploughed up. The respondent tendered ancient maps dated from 1783 to 1825, including an ordnance map of 1813, which were admitted *de bene esse*, but, on the authority of *Attorney-General* v. *Horner* [1913] 2 Ch. D. at page 140, these were rejected as evidence, save in the case of the ordnance map, which was admitted as showing the existence of a visible track. Having taken all the circumstances into consideration, the learned recorder held that the whole width of the track in question was a public highway for very many years, and had been such at the date of the Highway Act of 1835, and gave judgment accordingly for the respondent with costs.

Criminal Law and Practice.

Politics at Bow Street.—Anyone who took the trouble to visit Bow Street Police Court recently must have been struck by the morning of calm there that succeeded the night of storm in Parliament Square. There was little excitement, even in the dock, and if political feeling occasionally manifested itself there, it found no response whatever from the bench, where the learned chief magistrate listened patiently, even when an orator declaimed against the Prime Minister and emphatically declared that he, the orator, would not allow any man to interfere with either the dole or wages. Sir Chartres Biron merely reminded the defendants that this was hardly the time or the place for discussion of such questions, and that it would be better to cross-examine the policeman upon his account of the events of the previous night. A reference to the court as a capitalist tribunal and the chief magistrate as a capitalist magistrate evoked no comment from the bench, and no applause from the back of the court. The police evidence of threats to burn those in high places at the stake, and the police with them, passed almost unnoticed. A defendant nineteen years of age received, in lieu of punishment, an admonition to the effect that he had behaved foolishly, as people so often did at nineteen. Serious violence was rewarded with suitable punishment, but the sense of proportion so clearly preserved prevented anything like cheap martyrdom, and made every allowance for respectable people carried away by excitement and a crowd. The spectator left the court feeling that if this was an ordinary sample of the methods of the police court in times of public excitement, there would be no danger of any loss of confidence in the administration of justice, and no excuse for saying that the courts frowned on any particular political theories or their free expression so long as public order, for the maintenance of which the courts are largely responsible, be maintained.

Influencing the Stipendiary.—The Home Secretary, after consulting the learned magistrate who passed sentence of imprisonment for attempted suicide upon a Middlesbrough woman, has felt justified in advising the remission of the remainder of her sentence. This does not necessarily mean that the sentence was unjustified or even that the Home Secretary considered it so; new facts may have come to light and new considerations been brought into the case. Sentences for attempted suicide are unusual, but sometimes salutary; and it is only fair, in the absence of full knowledge of all the facts of the case, to assume that both the magistrate and the Secretary of State have acted properly.

What is more worthy of comment than the sentence and its remission is the naive inquiry attributed by a London newspaper to a member of the local council at one of its meetings: "Have we any influence over the stipendiary? We pay his salary."

Happily, the answer is an emphatic "No!" We should have thought it was generally realised, especially by those who take part in public affairs, that the holders of judicial office, paid or unpaid, are not, so far as their judicial acts are concerned, subject to control or influence by local authorities, even if they happen to pay stipends. It would be disturbing if it were otherwise. Rights of appeal to higher courts exist, so that the decisions of magistrates can be brought under review; and, as the present case shows, the Home Office is ready to exercise its function of advising the extension of mercy in appropriate cases after consulting those best acquainted with the facts. This is a more satisfactory system than control by town councils.

Mr. Joseph William Nicholas, solicitor, of Brynteils, Llandilo, Carmarthen, Clerk of the Carmarthenshire County Council, left estate of the gross value of £94,724, with net personalty £81,271.

Powers of Appointment exercisable only with Consent.

THE case of *Re Phillips; Lawrence* v. *Huxtable* [1931] 1 Ch. 347, raises a not uninteresting question with regard to powers of appointment. It is sometimes considered advantageous to confer a power of appointment on a particular person, but to make that power only exercisable with the consent of some other person or persons: where this is done, if the power be in the first place a general power, does the restriction placed upon it by requiring the giving of a consent change it from a general power to a special power? On the true answer to this question a great deal may depend, as appears in *Re Phillips, supra*; for, if it be a general power, a fund appointed under it in favour of a volunteer may become, on the death of the appointor, equitable assets for the payment of the debts of the appointor, while, if it be a special power, it will not be liable to be got at in this way.

The governing factor seems to be this: is there cast upon the person in whom the power of consenting is vested any duty to exercise a discretion in the matter with regard to the selection of the objects? Is such consenting party obliged to look into the selection of the objects of the appointment for himself, or may he leave it to the appointor to make whatever appointment seems good to the appointor, subject always, of course, to the right of veto in the consenting party, if he thinks fit to exercise it?

MAUGHAM, J., in *Re Phillips*, held that the consenting parties in that case had no discretion as to the selection of the objects of the appointment, notwithstanding their power of veto. Before dealing with *Re Phillips*, there are two earlier cases which may be looked at in this connexion. The first is *Eland* v. *Baker*, 29 Beav. 137. In that case a marriage settlement contained a power of revocation with the consent of the trustees for the time being thereof, and also a power, to be exercised by the deed of revocation or any other deed or deeds, to limit and declare new and other uses and trusts in substitution for those revoked. The trusts were subsequently revoked with the consent of the trustees, so far as necessary to give a mortgage on the property in favour of one of the trustees for securing money lent to the husband. A contract for the sale of the property was later entered into under a power of sale contained in the mortgage. The purchaser objected to the title, and ROMILLY, M.R., upheld his objections, on the ground that the trustees had a discretion with regard to the giving or withholding of the consent, and ought to have, but had not properly, exercised that discretion for the benefit of the persons who were interested in the property before revocation. The facts of this case are somewhat special, and Sir JOHN ROMILLY, in his judgment, gives his construction of the marriage settlement as being that the estate had to be re-limited on trusts for the benefit of the wife, the husband, and the children of the marriage; on this construction a mortgage of the subject-matter of the settlement to secure moneys lent to the husband could hardly be a proper exercise of the power of revocation and new settlement, whether or not the consent of the trustees was given in pursuance of a discretion properly exercised. Thus, it is certainly arguable, that, on the view Sir JOHN ROMILLY took of the construction of the settlement, the question of the trustees' discretion never arose.

The second case is *Re Dilke* [1921] 1 Ch. 34. In that case a sum of £48,000 was settled on D (a person of unsound mind not so found) for life, and subject thereto, in trust for such persons as D, with the consent and concurrence of certain trustees, should by deed personally appoint, and in default of appointment as to the sum of £15,000 and the estate duty thereon as D should by will appoint. By a deed made after D had recovered, he, with the necessary consents, appointed that the funds should be held in trust for such persons as he, D, should by will or codicil appoint. Subsequently D, by a codicil, made an appointment of the funds.

Now the codicil, of course, contained no consent, and it had to be determined whether the deed had properly exercised the power of appointment. It is clear that if the required consent could only be given in exercise of a discretion with regard to selection, there had been no proper exercise of the power of appointment, because the consenting parties had not consented to an appointment in favour of the actual appointees; all that the consent given in the deed purporting to exercise the power of appointment was, and could have been, a consent to the exercise of the power of appointment; in the circumstances it could not have been an approval of the persons who were to benefit under the appointment, and a consent to them so benefiting. If the consent required was only a consent to the exercise of the power of appointment, the whole transaction was in order, for a general power (such as this would be if the consent required went no further) would authorise D to appoint by deed for such purposes as he should appoint by will or codicil.

Accordingly, the point to be determined was one of construction—was the consent required by the settlement a general consent to the exercise of the power, or a consent to the exercise of the power in favour of objects approved by the persons having the power of consenting? PETERSON, J., and the Court of Appeal had no difficulty in coming to the conclusion that the only consent needful was a consent to the exercise of the power, that that consent had been given, and that the power validly exercised. The words of PETERSON, J., approved by Lord STERNDALE, M.R., concisely set out the conclusion reached: "On the whole, I am of opinion that on the true construction of this clause the trustees were not required to approve of the persons who are to benefit under the exercise of the power of appointment or of the extent to which they are to benefit, but that the exercise of the general power is conditional upon their consent." If this decision is in any way at variance with *Eland* v. *Baker*, referred to above, the latter ought now to be disregarded to that extent; it does not appear to have been referred to in argument in *Re Dilke* either before PETERSON, J., or in the Court of Appeal.

In *Re Phillips, supra*, a fund was held upon trust, after the death of X, as X should, with the written consent of the trustees, by deed appoint. X did appoint, with the appropriate consent, in favour of volunteers. A trustee of another settlement was a creditor of X for £10,000 and interest, and at X's death, claimed against his estate for this amount. X's free estate was wholly insufficient to meet this claim, and a claim was therefore made that the appointed fund was assets for the payment of X's debts. It is clear that creditors can satisfy their claims against a deceased person out of a fund appointed by him under a general power of appointment in favour of a volunteer, to the extent to which the other assets are insufficient; authority for this proposition, if it be wanted, can be found in *Lord Townshend* v. *Windham*, 2 Ves. Sen. 1. Accordingly, the trustee in *Re Phillips* who claimed £10,000 and interest against the appointed fund was entitled to succeed against such fund if the power was a general power, or the equivalent of it. MAUGHAM, J., after consideration of *Eland* v. *Baker* and *Re Dilke, supra*, and following *Re Dilke*, held that the consenting parties were not bound to exercise their own discretion as to the persons to be benefited by the power, and that therefore the claim against the fund must succeed. In other words, the necessity for consent, being only a necessity for a consent to an appointment, did not have the effect for this purpose of making the power anything other than what it clearly otherwise was, a general power of appointment. It will be remembered, however, that it is purely a question of construction in each case, and that a power might be framed which would require a consent necessitating an exercise of discretion as to the proposed appointee.

Some Odious Comparisons.

[Contributed.]

It may be true that there are as many different Londons as there are letters in the alphabet. Let it not be supposed that in what follows it is suggested that if one lives in Peckham one of necessity beats one's wife or that the Hoxton man is *ipso facto* a cat-burglar, but it is true that there is some connexion between a district and its crime, and the object of this essay is to indicate the elements of an interesting study of the subject. The fancy of the suggestion must not be pressed too far.

The different Londons are reflected in the different police-court districts, which fall into a series of natural groups.

A survey of the groups will help to classify Londoners by their residence and by their reaction to the police.

Special delinquencies are not the exclusive peculiarity of special districts. At one time or another may be found committed in any district any crime contained between the covers of "Archbold."

Just as, however, a restaurant that can supply anything to order has a special name for some particular delicacy, so a neighbourhood—capable of anything—tends to discover a speciality in its menu of crime.

Treason is a rare bird always, and in London oyster poaching and destruction of growing crops are not rife, but, taken broadly, special districts have their special fancies.

A populace typically English is found in the group of districts served by the police-courts of Lambeth, Greenwich and Tower Bridge.

These are the people of Walworth and Camberwell, and Deptford and New Cross, of Southwark and of Bermondsey, and the parts contiguous to those districts.

They have temperaments made familiar to the world by our soldiers and sailors.

Their vices are what one would expect.

For the most part they are genuine cockney in language and outlook. They are costermongers, street traders and dock labourers. They pick hops in their season, pockets seldom.

In the same district are found wives of Scotch comedians, and here too are the earths of motor bandits, who wander abroad at night.

These South Londoners are a race who complain and grumble and quarrel about nothing and face the difficulties of life cheerfully.

They fight incessantly, husband with wife, landlord with lodger and the lady next door with the lady on each side.

There is an abundance of matrimonial discord, of neighbourly assaults, abuse and bickering.

There is some drinking, both plain and disorderly. There is some kicking of policemen and a good deal of petty larceny. There is plenty of street bookmaking.

A man can get drunk once here for half-a-crown plus the cost of his liquor. The people are poor and the penalties—first time—run small.

From the Albert Embankment, which passed recently into this jurisdiction, come would-be suicides, and unpleasant behaviour appropriate to an unfashionable promenade on the south side of the river.

With this group of courts goes Woolwich technically, but Woolwich is not London; it is a suburb with an arsenal and river police, and its troubles are characteristic of the environment.

The directest contrast to the native districts is "Thames," which is wholly exotic.

It has a poetic name and an interesting history, and is situated in a quiet square off the Commercial-road, east—if not of Suez—at least of Aldgate Pump.

There is hardly anything English about this court. Yids, Chinks, ci-devant Poles, Germans, anything alien flourishes in this soil.

The existence of opium traffic is recognised at Arbour-square.

Turning from east to west, Marlborough-street, Marylebone and Westminster exude flavours of the West End. These comprise the guilt-edged corner of London. Plain drunks cost ten shillings, shop-lifting flourishes, and night clubs, and a lot of time is spent discussing how long a motor car may stand unattended outside the Passport Office, or the Army and Navy Stores.

Westminster and Marylebone have railway termini, which bring their contribution of fraudulent travelling, smuggling and adulterated milk.

Marlborough-street is the home of the unexpected. Only the gaoler knows whether the next to enter the dock is a beggar, a swell mobsman, a bishop or a brigadier.

The West and South-western Courts are twins. They are frequented by denizens of lodging-houses, sordid without being poor, and the noise of motor-cycles passing through Hammersmith and over Lavender Hill upon their lawful occasions is an obsession in the neighbourhoods.

Clerkenwell, Old-street and North London are the triplets of the family. Once on a time Clerkenwell was a ferocious centre of vendettas, ice-cream and knife-play, but now the neighbourhood of all three courts is drab, forlorn and far-away, without the energy for serious crime or the capacity to become passably attractive. Clerkenwell owns its railway criminals.

Sublime, unique, Bow-street blooms splendid and alone in an atmosphere of grand opera and cabbage—foreigners come there from all parts to be extradited and financiers of long firms to be committed.

Light relief comes from the Strand in its moments of exhilarated indecorousness.

Children's courts come together in a lump, to conclude this paper; perhaps festoon or chaplet is a better metaphor.

The idea is the Garden of Eden, but the smell is the smell of iodoform!

There is a Harley-street manner and the solemnity of a post-mortem.

Here little boys who have missed smacking unfold their complexes and little girls who need scolding display their inhibitions.

Whitehall lifts three fingers in benison; County Hall smiles approval. If it is not one hall, it is another.

Bless their hearts!

Marketing Agricultural Produce.

Among the numerous attempts Parliament has made during recent years to stimulate British agriculture, one effort has taken the form of legislative intervention to ensure a better system of marketing agricultural produce. In the opinion of some critics this is like putting the cart before the horse. They agree that what is wanted is more production—then they say the marketing could be left to take care of itself. However that may be, we have now on the statute book three Acts dealing with the marketing of agricultural produce, viz., the Agricultural Produce (Grading and Marketing) Acts, 1928 and 1931, and the Agricultural Marketing Act, 1931. The two former aim at standardisation and protect certain grade designations by importing into their use a warranty that the foods to which these designations are applied conform to legally defined standards. The last-named goes a long way further and provides for the marketing under official regulations of

> "any product of agriculture or horticulture and any article of food or drink wholly or partly manufactured or derived from any such product, and fleeces and the skins of animals."

It is, therefore, quite obvious, that the principle of standardisation in vogue for many years first, in regard to milk, then in regard to butter, and still later, in regard to fertilisers and feeding-stuffs—is now to be extended to agricultural produce.

There is this curious distinction, however, to be drawn between past legislation affecting the sale of the commodities named and the new "marketing" legislation—that whereas the Sale of Food and Drugs Acts and the Fertilisers and Feeding-Stuffs Acts were avowedly passed to protect the *consumer* the new grading, marketing, and marketing statutes have as their primary object the helping of the *producer*. That, however, is, by-the-way. The substantial fact is that the Legislature has now definitely intervened to control the disposal of farmers' produce: and the extent of the powers granted by Parliament can only be appreciated by a careful study of the latest statute—the Agricultural Marketing Act, 1931.

The basis of this system of state regulation is indicated in the preamble to the Act, which describes the measure as an Act to enable schemes to be made for regulating the marketing of agricultural products; to confer powers upon boards and other bodies to be constituted in connection with, or acting for purposes connected with, such schemes; to establish agricultural marketing funds for the purpose of making loans thereout to the boards aforesaid; and to provide for purposes connected with the matters aforesaid.

A scheme regulating the marketing of an agricultural product may be submitted by any persons who satisfy the Minister that they are substantially representative of the persons who produce that product in the area to which the scheme is applicable. Every such proposed scheme must be published by the Minister and objections must be considered—if necessary a local inquiry may be held. A scheme, if approved, becomes binding on all producers of the "regulated product" within the area to which the scheme is applied. "Approved" involves not merely the approval of the Minister after considering objections and representations: it involves submission to the Board of Trade and afterwards to Parliament. This having been secured, a "suspensory period" follows, during which a poll is to be taken of "registered producers," i.e., of all producers who claim to be registered as such when the scheme is published as having been approved. If there is a two-thirds majority in favour of the scheme it then becomes operative subject to this—that within a specified time all producers who did not register in time to vote are to be given a chance of registering now—before becoming liable to prosecution under s. 6 (3), which reads thus:—

> "Any producer who sells the regulated product in contravention of the provisions of a scheme made in pursuance of this section shall for each offence be liable on summary conviction to a fine not exceeding five pounds or on conviction on indictment to a fine not exceeding two hundred pounds, and in either case to an additional fine not exceeding half the price at which the product was sold: provided that the fines imposed on summary conviction for any offence under this sub-section shall not exceed in the aggregate one hundred pounds."

Heavy penalties in all conscience!

Extradition and "Autrefois Convict."

A LEGAL point of some interest arose in the extradition proceedings recently concerning one MEMAHEM SEMANON, wanted by the Belgian authorities on a charge of obtaining goods by false pretences in that country. In defence, it was stated that, when the accused had recently been tried and convicted for an offence in France, the Belgian charge was taken into consideration by the French court in passing sentence. It was alleged that this course was rendered possible by an arrangement between France and Belgium, but the defence, after consultation with a Belgian expert, had not been able to prove the fact. The practice of "taking into consideration" other offences when passing sentence on a particular charge is, of course, well established in our courts, and was judicially recognised and regulated in *R.* v. *McLean* [1911] 1 K.B. 332. The offences must be of the same nature as that for which the sentence is passed, and the court is not bound to accede to the prisoner's request in this behalf if the prosecution does not agree. When the sentence has been pronounced on this footing, the plea of "autrefois convict" in respect of the untried offences does not of course strictly lie, but there is at least something in the nature of a "gentleman's agreement" that there should be no further prosecution. Mr. FRY accordingly held that the matter urged on the prisoner's behalf was no defence to the request for extradition, but suggested that, if conviction resulted, it might mitigate the sentence. In respect generally of pleas of "autrefois convict" or "autrefois acquit" on extradition proceedings two cases are cited in the note to *R.* v. *Roche* (1775), 1 Leach 134, to show that an acquittal on a charge of murder in Spain or Portugal would be a complete defence to a charge on the same facts in England, but the report of one of them, *R.* v. *Hutchinson*, 3 Keb. 785, is too short to throw light on the subject. *In R.* v. *Governor of Brixton Prison, ex parte Stallmann* [1912] 3 K.B. 424, the case turned on an article in our extradition treaty with Germany, virtually adopting the principle of the pleas "autrefois acquit" and "autrefois convict." It was then held that extradition proceedings in India, unsuccessful owing to an informality in the course of the proceedings, were no bar to committal under proper proceedings in England. A similar provision in the extradition treaty with Holland was considered in *R.* v. *Holloway, ex parte Buddenborg* (1898), 14 T.L.R. 252. In that case, however, there was the somewhat unusual complication that the prisoner had been tried and sentenced for the offence in Holland, but had then been released and allowed to come to England without serving his sentence. In *R.* v. *Aughet* (1918), 118 L.T. 658, the prisoner, a Belgian officer, had, in circumstances of great provocation, shot at and wounded a fellow countryman, a private in the Belgian Army. He was handed over to the Belgian authori ies, tried by a Belgian court-martial, then sitting at Calais owing to the war, and acquitted. On returning to London he was committed for trial on four counts relating to the offence, and LORD DARLING admitted the plea of "autrefois convict" as good on three of them, but not on the fourth, for which he was tried, found guilty, and sentenced. On appeal to the Court of Criminal Appeal the conviction was quashed. The matter, however, was governed by a special convention for the time of the war between England and Belgium as to the trial of offences committed by soldiers. In the Belgian proceedings the plea of "irresistible impulse" was open to the accused, and he took it and was in fact acquitted on it. The argument was raised against the prisoner that this altered the character of the crime, but the court held that, in view of its opinion on the other points, it was not necessary to consider it. The point, however, remains of interest. Notoriously, in certain countries whose people are of hotter blood than our own, acquittals for murder in the nature of a "crime passionel" are frequent where the prisoner would certainly be convicted in England, though probably respited. As another example, if two English subjects went to fight a duel in France and one was killed in the encounter, a French tribunal might deal more gently with the victor than an English judge and jury.

INCORPORATED ACCOUNTANTS' EXAMINATIONS.

The next examination of Candidates for admission to the Society of Incorporated Accountants and Auditors will be held on 2nd, 3rd, 4th and 5th November, in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban.

Women are eligible under the Society's regulations to qualify as Incorporated Accountants upon the same terms and conditions as are applicable to men.

Particulars and forms are obtainable at the offices of the Society, Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.

Company Law and Practice.

XCV.

(*Continued from p.* 609.)

JUST AND EQUITABLE.—II.

In *Re Suburban Hotel Co.*, 2 Ch. App. 737, Lord Cairns apparently felt some doubts about the dictum of Lord Cottenham referred to in this column last week, as to the *ejusdem generis* construction of s. 168 (6) of the Companies Act, 1929, but he did not actively dissent therefrom; this case is of value, however, for Lord Cairns' observation, at p. 750, that the winding up process of the court cannot be used as the means of evoking a judicial decision as to the probable success or non-success of a company as a commercial speculation. A company which is losing, and likely to continue losing, money ought, in many cases, to be put out of the way as soon as possible, but, as will be shown later, it is, in the ordinary way, impossible for a shareholder to get this done unless he is able to command a majority sufficient to pass an extraordinary resolution. Lord Cairns made another suggestion in *The Suburban Hotel Case* which seems rather surprising, namely, that there might be a case where the whole substratum of a company had gone, when the court would, on general principles (and by that he means as opposed to it being done under the relevant statute) order it to be wound up; but there appears to be no report of such a thing actually having been done. This case does show that the court will not usually concern itself with management, but there are cases where it will, and the decisions seem to go to this length, that where you have a company which is in substance nothing more than a partnership, by reason of paucity of numbers and other similar matters, and where there are present such circumstances as would, if the company were in fact a partnership, justify the winding up of the affairs of the partnership, then a winding up order may be made under the just and equitable clause. The case of *Re Yenidjie Tobacco Co.* [1916] 2 Ch. 426, and the Scottish case of *Symington* v. *Symington's Quarries Limd.*, 8 F. 121, are authorities for this proposition.

Then there is this further principle, that, if some of the shareholders have not voting rights sufficient to protect themselves, and something is being done against which they ought to be protected, the court may interfere by winding the company up. But it is not in every case where these circumstances exist that the court will interfere in this way, because such a shareholder may have a right by way of action to restrain the acts which interfere with his rights. But if he has no such right, and if there is misapplication of the company's moneys, the company may be wound up; in each case of this nature the court will decide what is the just and equitable course to take upon the particular facts before it.

In *Loch* v. *John Blackwood Limd.* [1924] A.C. 783, the directors did not hold general meetings, or submit accounts to the shareholders, or recommend a dividend, and there were grounds for suspecting that these omissions were deliberately done in order to conceal from the other shareholders the true position of affairs and so to acquire their shares at an undervalue, while the company was one of a domestic nature, so as to be little more in fact than a partnership; the Judicial Committee ordered the company to be wound up, and this sentence in the judgment, at p. 796, is of interest: "The broad ground is that confidence in its management was, and is, and that most justifiably, at an end." This statement must, however, be considered in the light of the facts, a short summary of which is set out above, and not as being of general application. It may perhaps be wondered how this case came before the Privy Council; it was in fact a decision on s. 127 of the Companies Act, 1910, of Barbados, which is identical with s. 168 of the Companies Act, 1929.

It may happen that a company is able to pay its debts within the meaning of the Act, and yet is losing money consistently, and is likely to go on doing so. Some of the shareholders wish to continue the business, while others desire to see it ended; the latter class is not strong enough in voting power to pass either an extraordinary or a special resolution. For a voluntary winding up, either an extraordinary or a special resolution is required (see Companies Act, 1929, s. 225), except in the unusual case under s. 225 (1) (*a*), and for a winding up by the court on the resolution of the company a special resolution is also necessary (see s. 168 (1)). Can the shareholders who wish to have the company wound up get it wound up in a case of this kind, where, though perhaps holding a bare majority of the voting power, they have not a sufficient majority? Their only chance would be under the just and equitable provision, and it is submitted that they cannot get relief under that, on the ground alone that the company is a losing concern. Lord Cairns' observation referred to at the beginning of this article is sufficient to dispose of the question, but it might be suggested that there should be no necessity for a company to be kept alive solely owing to the opposition of a minority, when the effect of that continued existence will merely be to dissipate the remaining assets.

But the Act has provided for the winding up of a company from within, and every person becomes a member on the basis of the company being governed by the Act and its own memorandum and articles, so why should the court interfere merely because the requisite majority cannot be obtained? It seems clear that it will not do so, though there have been decisions (which it is not proposed here to examine) at first sight suggesting the reverse.

(*To be continued.*)

A Conveyancer's Diary.

The Over-reaching Powers under the L.P.A.

Following the line of my last two articles with regard to the over-reaching powers conferred by s. 2 of the L.P.A., 1925, with reference to the powers conferred by the S.L.A., I propose again to call attention to some of the difficulties which have arisen in deciding who is a tenant for life or has the powers of a tenant for life.

Re Waleran Settled Estates [1927] 1 Ch. 522, was a very interesting case and illustrates how conflict may apparently exist between different provisions of the S.L.A. with regard to this question.

By a settlement dated in 1906 the first Baron Waleran conveyed to trustees certain lands known as "the Bradfield Estate," to hold to the trustees and their heirs, as to certain specified parts thereof to the use of the Baron during his life, and subject thereto, as to the whole of the estate to the use of the trustees for the term of ninety-nine years if The Honourable Lionel Walrond (the only son of the Baron) and Charlotte, his wife, or the survivor, should so long live, upon the trusts thereinafter declared, and from and after the expiration or determination of the term, and, in the meantime, subject thereto and to the trusts thereof, to the use of W. G. H. Walrond (the infant son of Lionel Walrond) during his life with remainder to the use of the first and every other son of W. G. H. Walrond successively in tail male, with divers remainders over. The trusts of the term were that the trustees (subject as to part to the life estate of the Baron) should enter into possession or receipt of the rents of the Bradfield Estate and should during the continuance of the term continue to manage the same with the powers therein mentioned, and should during the joint lives of The Honourable Lionel Walrond and Charlotte, his wife, pay one moiety of the net rents to Lionel Walrond and the other moiety to his wife Charlotte, and in the event (which happened) of Charlotte surviving her husband, pay the whole net rents to

her during her life, and the trustees were empowered to permit Lionel and his wife Charlotte, or the survivor of them, to occupy the mansion house and grounds (which formed part of the estate) free of rent.

The Honourable Lionel Walrond and his wife were let into possession of the mansion house and grounds, which continued to be occupied by them until the death of Lionel in 1915 and since then by his widow. In 1925 Baron Waleran died and his grandson W. G. H. Walrond inherited the title and the estates, subject to the term of years, the trusts of which have been stated. The Honourable Charlotte Walrond re-married and became Mrs. Adams.

The matter came before the court on a summons issued by The Honourable Charlotte Adams for a declaration that she was a person having the powers of a tenant for life under the before-mentioned settlement and for an order directing the trustees to execute a vesting deed of the settled land in her favour.

On behalf of Mrs. Adams it was contended that she was a person having the powers of a tenant for life under S.L.A., s. 20 (1) (viii), being—

> "A person entitled to the income of land under a trust or direction for payment thereof to him during his own or any other life, whether or not subject to expenses of management or to a trust for accumulation of income for any purpose or until sale of the land or until forfeiture, cesser or determination by any means of his interest therein unless the land is subject to an immediate binding trust for sale."

It was not contended that Mrs. Adams was a person having the powers of a tenant for life under s. 20 (1) (iv) as being a tenant for years determinable on life, because the legal estate was in the trustees; but it was said that she did come within sub-cl. (viii) as (although not a tenant) Mrs. Adams was entitled to the income subject to determination of that right by the cesser of the term.

On the other hand it was argued that s. 20 is concerned only with freehold interests and not with chattel interests, and that W. G. H. Walrond (who had become Baron Waleran) as tenant in tail was tenant for life within s. 19 of the Act, the term of ninety-nine years being in the nature of an incumbrance upon the settled land.

Of course if the land had been let on lease for ninety-nine years at a rent there is no doubt that the contention of the present Lord Waleran must have prevailed. He would undoubtedly have been tenant in tail in possession. But the term was created in order to ensure that The Honourable Lionel Walrond and his wife Charlotte should jointly occupy or enjoy in equal shares the rents and profits of the estate during their joint lives and that the survivor should occupy or enjoy the rents and profits during his or her life. That was obviously the intention, regard being had to the length of the term.

It is interesting to note that the late Mr. Sanger, with the learning and ingenuity so characteristic of him, referred to an authority of 1631 in which it was held that where land had been conveyed to the use of feoffees for eighty years if B should so long live, with remainders over on the death of B, the remainders over were not contingent but vested, on the ground that the chance of B's death taking place after the end of the term did not amount to a degree of uncertainty sufficient to constitute a contingent remainder.

Clauson, J., held that Mrs. Adams had succeeded in bringing herself within s. 20 (1) (viii) as a person entitled to the income of land under such a trust as that referred to in that sub-clause. After saying that, in his opinion, it was not essential that the trust should have been framed so as to follow "slavishly" the form of the trust or direction stated in sub-cl. (viii), the learned judge continued: "that is to say, it is not necessary that the trust should take the form of a trust to pay the income of the settled land to a beneficiary during his life, until the determination of his interest by the particular means indicated—in the present case by the expiration of the term of years. It is sufficient to bring a case within the sub-clause, if the trust be so framed (as in the present case it is) as to entitle a person during a fixed term of years, if he should so long live, to receive the income of the land." His lordship held that the expression "determination by any means" used in sub-cl. (viii) was wide enough to include the determination of the interest by means of effluxion of time of the term during the lifetime of Mrs. Adams, and that the trusts declared in her favour were "but a reproduction in substance, although in a somewhat different form, of the trust stated in sub-cl. (viii)."

I have dwelt at some length upon this case because I think that it might so easily have been decided the other way, and it illustrates once more the uncertainty which often prevails in deciding who is the tenant for life or the person having the powers of a tenant for life except in quite simple cases.

The actual point which arose on this interesting case may, no doubt, be regarded as conclusively decided, but I am not sure that it is safe to rely too much upon the opinion of the learned judge that in order to come within the provisions of s. 20 it is not necessary that the words of the Act should be "slavishly" followed. I mean that it would be dangerous to seek to apply that opinion except with regard to the construction of the same sub-clause and in a similar state of facts.

Landlord and Tenant Notebook.

Failure to Deliver up.

That the duty to give vacant possession at the end of the term was contractual, and was implied when not expressed, was settled by *Harding* v. *Crethorne* (1793), 1 Esp. 57, and *Henderson* v. *Squire* (1869), 38 L.J.Q.B. 73. The latter case is also an authority for the proposition that the duty is not fulfilled when a sub-lessee remains in possession; the tenant is liable for the expense that may be occasioned in getting rid of the sub-tenant.

Older decisions have to some extent defined the scope and nature of the obligation. *Savage* v. *Dent* (1757), 2 Stra. 1064, and *Gray* v. *Bompas* (1862), 11 C.B. (N.S.) 520, illustrate the principles applied. In the one, the tenant of a public-house had moved himself, his family, and his personal effects from the premises, but left some beer in the cellar; and on the authority of an unreported case relating to hay left in a barn, it was said that he was liable in ejectment. In the other, the tenant had evacuated the premises before the notice to quit expired, but retained the key; he twice lent it to the landlord before the notice expired, to enable prospective tenants to view the place, but forgot to return it when the day (a Saturday) came, and two days later the landlord refused to take it. At the expiration of the next quarter he sued for rent. Keys have often symbolised possession in landlord and tenant cases, and a county court judge acceded to an argument that the notice to quit had been waived; the decision was, however, reversed without much hesitation.

Now, in *Savage* v. *Dent* and in other older cases the remedy sought by the landlord, when there was no express covenant to deliver up, was ejectment and/or damages for trespass. And before *Henderson* v. *Squire* this remedy had been applied not only when the tenant himself retained possession by himself or by his goods, but also when sub-tenants refused to move out. In *Roe* v. *Wiggs* (1806), 2 Bos. & Pul. (N.R.) 330, the defendant, having been given notice to quit, had given similar notices to his under-tenants; they remained on, and it was held that in an action for ejectment against the tenant costs could be awarded, and the judgment would authorise the sheriff to turn the sub-tenants out. In *Beauclerc* v. *Clift* (1851), 17 L.T. (O.S.) 62, sub-tenants of part of the premises

had refused to leave, and though it appeared that they had been accepted as tenants by the defendant's successor, it was held that an action for trespass and mesne profits could be maintained.

Then, in *Henderson* v. *Van Cooten* (1923), 67 SOL. J. 228, a caretaker engaged by the defendant had refused to give up possession when the tenancy was terminated. The plaintiff had originally sued both the present defendant and the caretaker in the county court for possession; judgment had been given for the plaintiff against the tenant, but for the caretaker against the plaintiff. (The county court action for possession is maintainable only against tenants, etc., holding over; ejectment is the correct remedy against strangers.) In the High Court action, the landlord, on the authority of *Henderson* v. *Squire*, *supra*, was now able to recover damages representing the expense incurred in turning out the caretaker, and mesne profits.

While, then, it is clear that the tenant whose term has expired is liable as for breach of contract if he remains in possession himself, leaves goods on the premises, or leaves in possession anyone whom he has let into possession, such an action would presumably not lie if the landlord found a stranger occupying the premises but were unable to establish anything in the nature of consent on the part of the tenant.

We might mention that it is not necessary, in order to obtain possession, for a landlord to proceed against strangers who may be found to be in occupation; and presumably in the proceedings in *Henderson* v. *Van Cooten*, the bailiff, on the authority of the judgment against the tenant, was able to eject the caretaker if necessary; or the landlord might himself have done so "peaceably." In *Roe* v. *Wiggs*, *supra*, and in *Henderson* v. *Squire*, *supra*, the sheriff evicted the third parties. The position in such a case was discussed in *Minet* v. *Johnson* (1890), 63 L.T. 507, C.A., in which the plaintiff had obtained judgment for ejectment by default and an application was made by a total stranger to the proceedings, who was in possession of the premises, to have the writ and all subsequent proceedings set aside. The court refused to set the writ aside, and would only grant an order avoiding judgment and the rest of the proceedings on the condition that the applicant should be added as a defendant. This point was referred to by Atkin, L.J., in *Berton* v. *Alliance Economic Investment Co.* [1922] 1 K.B. 742, C.A., at p. 759.

Our County Court Letter.

LIABILITIES AND RIGHTS OF DOG OWNERS.

(*Continued from* 75 SOL. J. 454.)

III.

IN *Rex* v. *Herbert* at the last Derbyshire Quarter Sessions the defendant was indicted for obtaining £3 3s. by false pretences. The prosecutor (a doctor) had advertised for a Yorkshire male terrier dog, and the defendant had offered at the above price, plus cost of carriage, "a very nice Yorkshire terrier dog, well trained to the house, very sporty and healthy." Having sent his cheque, the prosecutor was unable to obtain delivery until after he had consulted a solicitor and interviewed the police, and the animal which eventually arrived (having been valued by an expert at 3s.) was returned to the defendant. It then transpired that the dog, after being run over, had been given away by its owner, whereupon the recipient had sold it for 1s. 6d., and the purchaser had then exchanged it with the defendant for a gold ring, valued by him at 10s. No evidence was called for the defendant, upon whose behalf it was submitted that there was no evidence that (at the time of writing) he was not in possession of such a dog as he had described in his letter. The only question, therefore, was one of value or breach of warranty, which was a matter for the county court. The jury found the defendant not guilty and he was discharged.

In *Davies* v. *Drew* recently heard at Oswestry County Court the claim was for £30 as damages for the loss of a sheep dog, which had been run over by the defendant's lorry. A drover stated that he was moving sheep from one field to another across the road, and, while he was opening the gate, the lorry ran over the dog, although the road was straight for 400 yards and there was nothing to hide the view of the lorry driver. The latter stated, however, that there was a ground mist, and the road was wet with dew, but he slowed up while passing the sheep, and the dog must have tried to dart between the front and back wheels of the lorry. On the question of value the plaintiff stated that he had paid £20 for the dog, which he had since trained to look after 600 sheep on the mountains, and he would not take £50 for it. Corroborative evidence was given as to this value, but an auctioneer stated (on behalf of the defendant) that £30 was all that would be paid for a show dog, and one which had not been entered for sheep dog trials was only worth £5. His Honour Deputy Judge W. H. Williams found for the plaintiff on the issue of negligence, and, accepting the evidence as to the price paid for the dog, he gave judgment for the plaintiff for £25 and costs.

In *Roulstone* v. *Chadfield*, recently heard at Loughborough County Court, the claim was for £40 in respect of the loss of two pedigree Sealyhams, and there was a counter-claim for the price of twenty-two head of poultry. The plaintiff's case was that the dogs had been seen in the field of a third party, but the defendant had been informed by his son that some dogs were worrying the fowls. The defendant thereupon fetched his gun, and, after searching the countryside, he had found the two dogs rabbiting in a hedge bottom a quarter of a mile away, but nevertheless he had shot them deliberately. The dogs had always moved freely among poultry, without complaint, and were found to have been shot in the mouth, although there was no sign of feathers round the jaws. A police constable stated that the wounds would have been immediately fatal, so that the dogs could not have afterwards wandered a quarter of a mile away. The defence was that (1) the dogs had run away, after damaging the poultry, and were returning for the same purpose; (2) it was not necessary to wait until a ferocious animal was actually killing a fowl before shooting it. His Honour Judge Haydon, K.C., observed that there was no imminent necessity for shooting, and no case went the length of deciding that, where dogs have worried fowl and gone away, they could be met and shot a quarter of a mile away from the scene of the occurrence. Judgment was therefore given for the plaintiff for the amount claimed (the values having been proved at £25 and £15 respectively) and the counter-claim was dismissed, with costs.

Practice Notes.

THE CONSTITUENTS OF FRAUDULENT PREFERENCE.

(*Continued from* 75 SOL. J. 539.)

IV.

IN the recent case of *In re Cumberland*, at Nottingham County Court, the trustee applied for a declaration that £199 16s. (being the total of four amounts paid into the bankrupt's bank account in the fortnight preceding the filing of his petition) had been paid with the dominant motive of safeguarding the bankrupt's brother-in-law, who had guaranteed his overdraft. The latter had been granted by the National Provincial Bank, who obtained guarantees for £300 in June, 1926, and for a further £150 in August, 1928, but regular operations on the account had ceased in February, 1928 (since when there had been two credits amounting to £65 and two withdrawals amounting to £6 10s.), while the debit balance had grown from £448 in June, 1928, to £458 in December, 1930. The case for the appellant was that (*a*) the account had been moribund for a year, owing to the overdraft;

(*b*) the debtor, having incurred several judgments, and received notice to quit, had then realised his stock and paid the proceeds into the bank. The respondent's case was that (*a*) the bankrupt was unaware of the second guarantee and had only made the payments owing to pressure from the bank; (*b*) no suggestion of fraudulent preference could therefore have been made had it not been for the existence of the guarantee; (*c*) there was no evidence that the dominant motive was to prefer the surety, his brother-in-law. His Honour Judge Hildyard, K.C., upheld the last contention, and the motion was therefore dismissed, with costs.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Lord Denman died on the 22nd September, 1854, five years after his resignation from the King's Bench, where he had presided for eighteen years. Just now it is interesting to recall that during his term of office he accepted the reduced salary of £8,000—£2,000 less than his predecessors had received. After his retirement, the lesser sum was prescribed by Act of Parliament. The son of a Nottingham physician, he was exceedingly popular on his circuit, though he never enjoyed a large London practice. His outstanding performance at the Bar was his defence of Queen Caroline before the House of Lords, an achievement which earned him both a very large measure of public enthusiasm and the undying hatred of George IV. The King, who had mistakenly supposed to be aimed at himself an allusion in Denman's speech to the Emperor Nero, forbade Lord Chancellor Eldon even to mention to him the name of the daring advocate. Thus it was only at the very end of the reign and with the greatest difficulty that, through the intervention of the Duke of Wellington and Lord Lyndhurst, Denman's application for silk was granted. As Chief Justice he was much appreciated, and on his resignation, testimonies of regret poured in from all quarters. His grandson, Sir Arthur Denman, is at present clerk of assize of the south-eastern circuit.

PRIMITIVE STUFF.

"He said he was confident that the unemployed, who, after all, were British, were willing to make sacrifices for their country. Well, if it had not happened in respectable company, you would have thrown a brick at the old chap." The subject of this elegant and witty comment was John Baron Sankey, Lord High Chancellor of Great Britain, and the speaker was a Trades Union official. Unconsciously and by an odd coincidence, his words very aptly commemorated the tercentenary of a curious incident noted by Chief Justice Treby, in "Dyer's Reports." "Richardson, C.J. de C.B., at Assizes at Salisbury in Summer 1631, fuit assault per Prisoner condemne pur Felony;—que puis son condemnation ject un Brickbat a le dit Justice, que narrowly mist. Et pur ceo immediately fuit Indictment drawn pur Noy envers le Prisoner, et son dexter manus ampute et fixe al Gibbet, sur que luy mesme immediatement hange in presence de Court." It is well for the "brickbat" school of dialecticians that the primitiveness of their arguments has outlived the primitiveness of ancient punishments.

SUITS OF THE SCREEN.

The recent unsuccessful action brought at Los Angelos by the wife of one of the leading men in "Trader Horn" against Miss Edwina Booth, the star, for alleged alienation of his affections by her white beauty, emphasises the fact that no one institution has caused so many jealousies, heartaches and matrimonial suits as the cinema. Mr. Justice Alpers, of New Zealand, had a good story of an elderly wife who was suing for a divorce from a young husband on the ground of desertion—in New Zealand three years' desertion gives the right to dissolution. He had utterly vanished, but on the very day she was to swear the affidavit setting out her unsuccessful efforts to find the respondent, she rushed into her lawyer's office in great distress and excitement. "I can't swear it! I can't swear it!" she cried. "I know where my husband is now. I saw him last night for the first time for six years at the Starland Picture Theatre." "What! Is he in Christchurch?" asked the lawyer. "No," she wailed. "He was on the screen with the heroine in his arms k-k-kissing her." Sobs of jealous anguish drowned her voice.

THE LAW OF RAIN.

Perhaps the only good that can be claimed for the summer's constant downpour is that it has confirmed the wisdom of the common law on the point reported in *Fay* v. *Prentice* (1845) 14 L.J., C.P. 298. Thus runs the head-note: "*Held* that the court will take judicial notice that rain falls and after the lapse of some time, in the absence of evidence that none has fallen, will presume that there has been rain." This sensible ruling so inspired a legal poet that he wrote some verses about it, of which the last four lines were:—

> "Suitors, whose aching backs do break
> With costs and penalties and pains,
> We take, at least you'll own, we take
> Judicial notice that it rains."

Reviews.

Penal Code of the Kingdom of Italy, as approved by Royal Decree of 19th October, 1930. London: H.M. Stationery Office. 3s. 6d.

This is an English translation of the Italian Penal Code which came into force on the 1st July last. As is proper, the translation closely follows the original, but the English is in places inelegant to the point of clumsiness. Thus Art. 548 speaks of the instigation of a pregnant woman to commit abortion, "by administering appropriate means."

It is not possible to review, with any approach to completeness, a work of this kind. It represents years of work and embodies a national attitude. The national attitude is that of assertion, a reaction from the sense of inferiority which for centuries oppressed the Italians. It is evidenced, *inter alia*, by Art. 10, which makes a foreigner who in a foreign country commits a serious crime against an Italian, punishable in Italy if he be afterwards found there. This is not new law. It has been adopted by Turkey, and was much discussed in the "*Lotus*" *Case*.

The code is arranged with Latin tidiness, and Latin conciseness; it is an admirable piece of work.

Books Received.

Ministry of Health. Reports on Public Health and Medical Subjects. No. 65. A review of certain aspects of the control of Cerebro-Spinal Fever in relation particularly to a scheme for collecting the results of serum treatment. H.M. Stationery Office. 6d. net.

Ministry of Health. Twelfth Annual Report of the Ministry of Health. 1930-31. H.M. Stationery Office. 5s. net.

The Central Landowners' Association. The Land Value Tax 1931 (*Finance Act*, 1931, *Part* III). A guide to Valuation, Assessment and Procedure in England and Wales (Supplement to "The Agricultural Landowner's Handbook on Taxes, Rates, Tithe Rent-charge and the Death Duties." Third Edition, 1930). R. STRACHAN GARDNER, F.S.I. (Secretary to the Association). 1931. London: The Central Landowners' Association. 1s. 6d. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Legality of Public House Sign.

Q. 2284. A and B, the owners of a public-house, in the course of alterations removed a sign projecting over the street, intending to replace it by a sign of smaller dimensions. The local authority decline to allow the altered sign to be placed in position because its dimensions exceed those laid down by them. We understand they base their right to refuse to allow the erection of signs on s. 25 of the Public Health Act, 1925. The sign is neither an overhead rail, beam, pipe, cable wire or other similar apparatus. Has the local authority under this, or any other provision of the general law, the right to prevent the erection of the sign? Is there any decision on the point?

A. The opinion is given that the local authority are acting *ultra vires* in prohibiting the sign under the Public Health Act, 1925, s. 25, as the sign cannot be brought within the purview of that section even under the *ejusdem generis* rule. They may have jurisdiction, however, to prohibit the sign under a bye-law, by virtue of the Advertisements Regulations Act, 1907, s. 2 (2), but even under that sub-section it is necessary to prove that the sign affects injuriously the amenities of a public park or pleasure promenade or disfigures the natural beauty of a landscape. It is apprehended that the public-house is not in a rural locality, and that the Advertisements Regulations Act, 1925, s. 1 (1), has no application. The question states that the sign projects over a street, so that it is difficult to see how even the two last-named Acts can apply, and the first question is therefore answered in the negative. On the second question, some assistance may be afforded by *United Bill-posting Company Limited* v. *Somerset County Council* (1926), 42 T.L.R. 537.

Sale of Subsidy House.

Q. 2285. The late wife of a client of mine purchased a house in June, 1930, for £550, towards the purchase of which a local corporation granted a subsidy of £55, in return for which the purchaser entered into an agreement not to sell the house for a period of five years at a price in excess of £500, without the consent of the corporation; the consequences of a breach of that agreement being that the corporation should be entitled to reclaim the money paid as subsidy. The purchaser died in April of this year and her husband, who took out letters of administration to her estate, had an offer of £575 for the house, which he accepted and he instructed me to prepare a contract but did not disclose the agreement referred to above. As a matter of fact, he informs me that he had no knowledge of such agreement. I acted for the purchaser as well at the time, but the purchaser subsequently consulted another solicitor who now refuses to complete until the consent of the local authority to the sale has been obtained. My contention is that the subsidy agreement is a matter purely between my client and the corporation and it does not entitle the purchaser to refuse to carry out his contract. I shall be glad to know whether, in your opinion, we can compel specific performance of this contract in spite of the absence of the corporation's consent to same.

As a matter of interest, the consent has been applied for, and although the corporation are quite sympathetic towards my client, they were not disposed to give their consent without first submitting the matter to the Ministry of Health.

A. It appears that the local corporation were not the actual vendors of the land, but that they merely granted a subsidy to the client's late wife, in consideration of the erection of a house on land which was either her own or leased from a third party. The Corporation are therefore in a weaker position than if the purchase had been made from them, as they might in that event have been able to argue (not necessarily successfully) that the covenant ran with the land. The opinion is given, however, that in the present case the covenant was purely personal to the wife of the client, and that, as she has since died, any claim against the widower will be merely in his representative capacity as administrator (i.e. to the extent of his late wife's estate) so that he is not personally liable. The purchaser is protected, inasmuch as the husband is entitled to sell under the A. of E. A., 1925, s. 33 (2), e.g., for the purpose of payment of death duties, and specific performance can therefore be obtained, in spite of the absence of the corporation's consent.

Gift of Land for Recreation Ground.

Q. 2286. A wishes to give about 3 acres of land to a parish council to be used as a recreation ground for the children of the parish. Please refer us to a precedent and kindly state any requirements of the Mortmain Acts, &c., that must be complied with.

A. A suitable precedent will be found in "The Conveyancer," Vol. 13 (1927-28), p. 563. Exemption from compliance with the Mortmain Acts may be obtained by using the statutory form under the Recreation Grounds Act, 1859.

Uncompleted Contract for Underlease.

Q. 2287. A contract for the granting of an underlease, the consideration being a monetary payment, has been entered into. The usual deposit of 10 per cent. has already been paid to agents as stakeholders, and the contract has been duly approved, and the engrossment signed by the prospective underlessee. The solicitors for the landlord have informed us that the duplicate part has been engrossed ready for signature by their client. We have now heard from the landlord's solicitors that he is not prepared to proceed with the matter. Although the engrossment of the contract has not been exchanged, we should be much obliged if you would be good enough to inform us whether there is a binding contract and one for which specific performance can be sought. Please quote authority and cases in support.

A. There is nothing in the particulars given in the question to indicate that the proposed landlord is in any way bound, there being apparently no memorandum in writing signed by the landlord or his authorised agent. His solicitors' letter that the agreement was engrossed for signature is clearly insufficient, and the letter breaking off negotiations, unless perhaps it recognised the existence of a contract and purported to repudiate it, would not be sufficient either. It is not stated what was signed when the deposit was paid, but presumably there was no memorandum binding on the landlord. In the absence, therefore, of some act of part performance the proposed tenant has no remedy, except to recover the deposit. As to a solicitor's authority, the questioners may refer to *Smith* v. *Webster* (1876), 3 Ch. D. 49; and *Daniels* v. *Trefuses* [1914] 1 Ch. 788.

Notes of Cases.

High Court—King's Bench Division.

Slingsby and Others *v.* The District Bank.

Wright, J. 15th July.

BANKING—CHEQUE—FORGERY—" PAY A.B., PER X "—INSUFFICIENT INDORSEMENT—SPACE BETWEEN PAYEE AND " OR ORDER "—BILLS OF EXCHANGE ACT, 1882, 45 & 46 Vict., c. 61, ss. 60, 64 (1), 80.

The plaintiffs in this action were the executors of one Harry Turner, deceased, and as such had an account with the defendant bank, the District Bank. The plaintiffs employed as solicitors in the affairs of the estate a firm of Cumberbirch and Potts, the acting partner being James Cumberbirch. On the 4th December, 1929, the executors decided to invest £5,000 in War Loan, and a cheque for that amount was accordingly drawn on their instructions in the writing of Cumberbirch in favour of a firm of London stockbrokers, John Prust and Co., who were to be instructed to purchase the stock. When the cheque was signed by the executors the payees were " John Prust and Co." There was a space between that name and the printed words " or Order." Cumberbirch, instead of posting the cheque to the brokers, altered it by writing after the payees' name the words " per Cumberbirch and Potts." None of the executors knew of, or authorised or assented to, that alteration. Cumberbirch then took the cheque on the 5th December, 1929, to the Westminster Bank at Manchester, and paid it into the account at that bank of a company of which he was chairman, and to which he was indebted, as being a payment on his own private account. The cheque was indorsed " Cumberbirch and Potts." The Westminster Bank accepted the cheque and credited the account of the company, who drew against it. The cheque was passed through the Manchester clearing house and credited to the Westminster Bank by the defendant bank, who debited it to the plaintiffs' account. Neither the cheque nor any proceeds of it went to John Prust and Co., who never received the instructions which the plaintiffs directed Cumberbirch to send them. The plaintiffs did not receive any script, but assumed that the matter had gone through correctly, till about March, 1930, when Cumberbirch's dishonesty was discovered. He had absconded and had not since been heard of. On the 8th May, 1930, the plaintiffs began an action for conversion of the cheque against the Westminster Bank, which failed. On the 5th March, 1931, they began the present action in which they claimed that they had been wrongly debited by the defendant bank, the District Bank, with the £5,000 in respect of the cheque.

WRIGHT, J., giving judgment, said that there were two questions which it was convenient first to consider: (1) whether the alteration was material, and (2) whether the actual indorsement was a good and proper indorsement of the cheque as altered. The defendants called certain banking witnesses who stated in evidence that cheques were sometimes drawn in the form " Pay A.B., per X." That form was only used in a limited number of cases. X alone was to receive and give a discharge for the money, but only in a representative capacity as agent or trustee of the principal. The banking witnesses said that in their experience such cheques were indorsed not " A.B., per X," but simply " X." In his (his lordship's) judgment, however, the defendant bank had no right to pay except under an indorsement corresponding to the mandate expressed on the cheque. If he was right as to the correct form of indorsement of the cheque as presented, it followed that the defendants could not claim to have discharged it in accordance with the mandate. Nor could they claim the protection of ss. 60 or 80 of the Bills of Exchange Act, 1882. He had so far ignored the fact that the cheque was altered. In his opinion that alteration was material. The alteration, as he held, changed the nature of the mandate in an essential particular—namely, the description of the payee. That was a material alteration within s. 64 (1) of the Bills of Exchange Act. Under the section the alteration avoided the cheque, subject to the proviso. The defendants could not charge the plaintiffs with a payment made, however innocently, on a void instrument, and in any case on an apparent mandate deviating in respect of the description of the payee. On those grounds the plaintiffs would appear to be entitled to succeed in their claim that the defendants could not debit their account with the cheque in question. After dealing with the various contentions on behalf of the defendants, his lordship gave judgment for the plaintiffs, with costs.

COUNSEL: *Neville Laski*, K.C., *C. Gandy*, and *G. Corderoy* for the plaintiffs; *Cyril Atkinson*, K.C., and *W. Gorman* for the defendants.

SOLICITORS: *Vaudrey, Osborne & Mellor*, Manchester; *Slater, Heelis & Co.*, Manchester.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Prothero *v.* Watson.

Lord Hewart, C.J., Avory and Acton, JJ. 22nd July.

LOTTERY—SWEEPSTAKE—SALE OF TICKETS—ROGUE AND VAGABOND—CONSEQUENCE OF CONVICTION—LOTTERIES ACT, 1823 (4 Geo. 4, c. 60), s. 41—VAGRANCY ACT, 1824 (5 Geo. 4, c. 83), ss. 4, 21.

Case stated from a decision of the Metropolitan magistrate, Marlborough-street.

An information was preferred by the appellant, John Prothero, alleging that on the 9th February, 1931, at Blackie's Sportsman's Bureau, Pall Mall, S.W., the respondent, Charles William Curtis Watson, sold two tickets in an Irish Free State Hospitals Sweepstake, a lottery not authorised by Act of Parliament, contrary to s. 41 of the Lotteries Act, 1823, and ss. 4 and 21 of the Vagrancy Act, 1824. At the hearing of the information, and after evidence relating to the selling of the tickets had been given, the respondent contended that, being of good character, he was not liable to be convicted or punished. The magistrate was of opinion that in order to justify a conviction it must be proved that the status of the offender, that was, his mode of life when committing the offence, was that of a rogue and vagabond, and that such a status had been disproved by evidence—although he was satisfied that the respondent had committed the act imputed to him—and he held that the respondent was not liable to be convicted of the offence charged and dismissed the summons. In a written judgment the magistrate said that it had been pointed out in *Pointon* v. *Hill*, 12 Q.B.D. 306, and *Mathers* v. *Penfold*, 59 SOL. J. 235; [1915] 1 K.B. 514, that the words " shall be deemed a rogue and vagabond " connoted a condition, and not a consequence of conviction.

Lord HEWART, C.J., said that, in his opinion, with all respect to the magistrate, the cases of *Pointon* v. *Hill*, *supra*, and *Mathers* v. *Penfold*, *supra*, did not apply to the present case. The magistrate had found that the respondent had committed the act imputed to him. Section 41 of the Lotteries Act, 1823, provided that if any person should sell any tickets in any lottery not authorised by Parliament he should forfeit £50, and further should be deemed a rogue and vagabond, and punished accordingly. It was not for the prosecution to prove that the respondent had the mode of life of a rogue and vagabond, but to prove the commission of the offence, and he was then to be deemed a rogue and vagabond and punished as such. The consequent punishment had been altered by later legislation, and might now be a fine only instead of imprisonment. The magistrate had misdirected himself, and the appeal would be allowed.

AVORY, J., gave judgment to the same effect.
ACTON, J., concurred.
COUNSEL: *Sir Percival Clarke*, for the appellant; *Hector Hughes*, K.C., of the Irish Bar, for the respondent.
SOLICITORS: *Wontner & Sons*; *Arthur E. & C. Burton.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Parliamentary News.

Progress of Bills.

House of Lords.

Adoption of Children (Scotland).
Royal Assent. [31st July.
*Agricultural Land (Utilisation).
Royal Assent. [31st July.
*Agricultural Marketing.
Royal Assent. [31st July.
*Agricultural Produce (Grading and Marketing) Amendment [H.L.] Royal Assent. [27th July.
*Ancient Monuments [H.L.].
Royal Assent. [12th June.
Architects (Registration).
Royal Assent. [31st July.
British Sugar Industry (Assisted).
Read Third Time and passed. [28th July.
Coal Mines.
Royal Assent. [8th July.
Destructive Foreign Animals [H.L.].
Read Third Time. [20th July.
*Expiring Laws Continuance.
Royal Assent. [19th December, 1930.
Finance.
Royal Assent. [31st July.
*Housing (Rural Workers) Amendment.
Royal Assent. [8th July.
Housing (Rural Authorities).
Royal Assent. [31st July.
Improvement of Live Stock (Licensing of Bulls).
Royal Assent. [31st July.
Isle of Man (Loans).
Royal Assent. [31st July.
Local Authorities (Admission of Press to Meetings) [H.L.].
Royal Assent. [11th June.
Local Authorities (Publicity).
Royal Assent. [12th June.
Local Government (Clerks) [H.L.].
Royal Assent. [31st July.
London Squares Preservation.
Read Third Time. [7th May.
Marriage (Prohibited Degrees of Relationship).
Royal Assent. [31st July.
Merchant Shipping (Safety and Load Line Convention).
Read Third Time. [7th July.
Mining Industry (Welfare Fund).
Royal Assent. [8th July.
*Pharmacy and Poisons [H.L.].
Read Third Time. [30th April.
Prevention of Imports of Convict or Forced Labour.
Read Third Time. [15th July.
Probation of Offenders (Scotland).
Royal Assent. [31st July.
Public Offices (Sites) Amendment.
Commons Resolutions agreed to. [30th April.
*Representation of the People (No. 2).
Read Third Time. [21st July.
Representation of the People (No. 2).
Report. [16th July.
Road Traffic (Amendment) [H.L.].
Royal Assent. [31st July.
Salvation Army.
Royal Assent. [31st July.
Sentence of Death (Expectant Mothers).
Royal Assent. [8th July.
Small Landholders and Agricultural Holdings (Scotland).
Royal Assent. [31st July.
Unemployment Insurance (No. 3).
Royal Assent. [31st July.
Unemployment Insurance (No. 2).
Royal Assent. [8th July.
Unemployment Insurance (No. 4).
Read Third Time. [8th July.
*Widows, Orphans and Old Age Contributory Pensions.
Royal Assent. [12th June.
Wills and Intestacies.
Reported without Amendment from Joint Committee. [17th June.
Workmen's Compensation.
Royal Assent. [12th June.

House of Commons.

Access to Mountains.
Read First Time. [12th May.
*Consumers' Council.
Read Second Time. [31st March.
Criminal Justice (Amendment).
Read First Time. [28th April.
Employment Returns.
Read Second Time. [17th April.
Exportation of Horses (No. 2).
Read Second Time. [30th July.
Fancy Jewellery (Standard Trade Descriptions).
Read First Time. [19th May.
Fire Brigade Pensions.
Read First Time. [19th May.
Hospital Lotteries.
Rejected on First Reading. [19th May.
Leasehold Enfranchisement.
Motion for Second Reading. [1st May.
Local Authorities (Admission of the Press).
Royal Assent. [11th June.
Local Authorities (Publicity).
Royal Assent. [11th June.
London Passenger Transport.
Joint Committee. [10th June.
Mining Industry (Welfare Fund).
Read Third Time. [12th May.
National Economy.
Read Second Time. [14th September.
National Industrial Council.
Second Reading deferred. [30th April.
Petroleum.
Read Second Time. [19th June.
Pharmacy and Poisons.
Read First Time. [1st May.
Proprietary Medicines.
Read First Time. [11th May.
Public Offices Sites (Amendment).
Withdrawn. [29th June.
Public Works Loans.
Read Third Time (as amended). [9th September.
Rabbits.
Read Second Time. [7th November, 1930.
Registration and Regulation of Osteopathy.
Withdrawn. [12th May.
Religious Persecutions (Abolition).
Read First Time. [19th May.
Rent (Reduction and Control).
Read Second Time. [19th June.
*Representation of the People (No. 2).
Read Third Time. [2nd June.
Rights of Railway Passengers.
Read Second Time. [1st July.
Rural Amenities.
Withdrawn. [14th April.
Sharing Out Clubs (Regulation).
Read Second Time. [24th April.
Shops (Sunday Trading Restriction).
Read Second Time. [8th May.
Small Landholders and Agricultural Holdings (Scotland).
Lords' Amendment Agreed to. [28th July.
Solicitors.
Read First Time. [3rd November, 1930.
Solicitors (Clients' Accounts).
Read Second Time. [23rd January
Summary Jurisdiction (Appeals).
Read Second Time. [24th April.
*Sunday Performances (Regulation).
Read Second Time. [20th April.
Third Parties (Rights against Insurers).
Read First Time. [6th May.
*Town and Country Planning.
Considered in Committee. [21st May.
Trade Disputes and Trades Union (Amendment).
Reported to House as amended. [3rd March.
Unemployment Insurance (No. 4).
Read Third Time. [1st July.
Vaccination.
Read First Time. [29th March.
War Pensions (Amendment).
Read First Time. [21st July.

Wireless Telegraphy (Bedridden Persons).
Read Second Time. [5th June.
Workmen's Compensation.
Royal Assent. [11th June.
Works Councils.
Second Reading deferred. [30th April.
* Government Bill.

House of Commons.

Questions to Ministers.

TOWN AND COUNTRY PLANNING BILL.

Mr. MANDER asked the Prime Minister what action he proposes to take with reference to the remaining stages of the Town and Country Planning Bill?

The PRIME MINISTER: I regret that it is not practicable to make a definite statement at present. [10th September.

RENT REDUCTION AND CONTROL BILL.

Mr. BUCHANAN (for Mr. STEPHEN) asked the Prime Minister if he will give facilities this Session for the passage of the Rent (Reduction and Control) Bill, in view of the fall in the cost of commodities since 1929?

The PRIME MINISTER: I regret that it is impossible for the Government to give facilities for any private Member's Bill. [10th September.

ROYAL COMMISSION ON LICENSING (REPORT).

Mr. O. LEWIS asked the Home Secretary when the report of the Royal Commission on Licensing is likely to be available for Members of this House?

Sir H. SAMUEL: I understand that no statement can yet be made as to when the report will be available, except that it is expected to be ready within the next few months.
[10th September.

DEEDS OF SETTLEMENT.

Sir GEORGE HAMILTON asked the Financial Secretary to the Treasury whether the Board of Inland Revenue has yet arrived at a decision as to the effect of Section 20 of the Finance Act, 1922, on deeds of settlement?

Major ELLIOT: I am not sure that I understand what the hon. Member has in mind. If he has a particular case in view and will supply me with details, I will inquire into the case and communicate the result to him.
[10th September.

SUNDAY PERFORMANCES (REGULATION) BILL.

Mr. GRANVILLE (by Private Notice) asked the Home Secretary whether he is in a position to make any statement with reference to the Sunday Performances (Regulation) Bill?

Sir H. SAMUEL: The Standing Committee to which the Sunday Performances (Regulation) Bill was referred has made substantial progress in its consideration of the clauses, and a number of amendments have been dealt with. It is doubtful, however, whether the Bill, when it returns to the House for the Report stage and Third Reading, will be regarded as substantially non-controversial. If not, in accordance with the general policy announced by the Government, it would not be possible, in present circumstances, to proceed with it. I am advised, however, that if no legislative action is taken, the London County Council, and other authorities concerned, could not postpone indefinitely the enforcement of the law, as declared by the courts, and would be obliged to require the closing of the cinemas which are now open on Sundays, on certain conditions, in London and elsewhere. The Government has to take into account the opinion of Parliament, as expressed on the Second Reading of the Bill in the House of Commons, that this is not desired. They would therefore be prepared, if the present Bill is still regarded as controversial, to introduce a short Bill designed only to preserve the *status quo* for a period of one year, if they could be assured tht this course would, in the general opinion of the House, be the best means of dealing with the situation. In that case, if the present Bill were withdrawn, the points at issue would be left in abeyance until Parliament was better able than now to give its attention to the problems which they present.
[14th September.

A.D. 1720
INSURE WITH
THE
LONDON ASSURANCE
SECURITY SERVICE
FIRE LIFE ACCIDENT MARINE
All classes of Insurance transacted.
Claims Paid Exceed £62,000,000.
Head Office: 1, King William Street, E.C.4.
Marine Department: 157, Leadenhall Street, E.C.3.
Applications for Agencies Invited.
BRANCHES AND AGENCIES THROUGHOUT THE WORLD.

DANGEROUS DRUGS (CONVENTION).

Lieut.-Colonel FREMANTLE asked the Under-Secretary of State for Foreign Affairs whether British ratification of the 1931 Narcotics Limitation Convention has yet been decided upon; and, if not, when is a decision regarding ratification likely to be made?

Captain EDEN: I am informed that legislation amending the Dangerous Drugs Acts in certain respects will be necessary before the Convention for the Limitation of the Manufacture of Narcotic Drugs can be ratified. The matter is under consideration. [14th September.

COMPANIES ACT.

Mr. EDE asked the President of the Board of Trade whether he will remedy the flaw in Section 134 of the Companies Act, 1929, as disclosed during the recent case in the Criminal Court, by amending the Act so as to require that an auditor's certificate to the profit and loss account shall be published with the balance sheet, and to provide further that the public shall be protected by the publication of the details of any profit and loss account required by the Companies Act instead of the certification of the balance of profit and loss?

The PRESIDENT OF THE BOARD OF TRADE (Sir Philip Cunliffe-Lister): These suggestions have been noted. Under the existing law the profit and loss account must be laid before the company in general meeting. [15th September.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to appoint Sir FREDERICK CHARLES THOMSON, Bart., K.C., M.P., to be Vice-Chamberlain of His Majesty's Household in the room of Mr. J. H. Hayes, M.P., resigned.

The King has approved a recommendation of the Home Secretary that Sir ALBION RICHARDSON, K.C., be appointed Recorder of Warwick, in succession to Mr. J. G. HURST, K.C., who has been appointed Recorder of Birmingham.

Mr. A. E. WOODROW has been appointed Clerk to the Ely Urban District Council in succession to the late Mr. A. K. Campbell.

Mr. W. HEDLEY has been appointed Acting Town Clerk of Jarrow to fill the vacancy caused by the death of Mr. George Johnson.

Mr. J. F. C. MCKINSTRY, Senior Assistant in the Town Clerk's Office, Belfast, succeeds Mr. J. G. Harris (who has resigned) as Assistant Town Clerk.

Mr. G. RHODES, Deputy Town Clerk of Ossett, has been appointed Assistant Town Clerk, Pontefract, in succession to Mr. GILBERT WILKINSON, who has been promoted to the Town Clerkship.

Mr. HUGH LAVERY has been appointed Solicitor to the Armagh City Council in succession to his father Mr. Patrick Lavery, who has resigned.

A UNIVERSAL APPEAL.
To LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.9.

Mr. JOHN F. SANDERS, solicitor, Town Clerk, South Molton, Devon, has been appointed Clerk to the Justices of the South Molton Petty Sessional Division.

His Honour Judge FRANK DAVIES has been appointed a Justice of the Peace for the Borough of Carmarthen.

Professional Partnerships Dissolved.

CHARLES EATON MILLS, FREDERICK BASIL BRABY CHURCH and WILFRID ARIEL EVILL, solicitors, 29, Finsbury-square, London, E.C.2 (Mills, Lockyer, Church & Evill), dissolved by mutual consent as from 5th April, 1931. The business will be carried on in the future by C. E. Mills and W. A. Evill.

EDWARD WARREN CLARKE, ALWYN HOLBERTON SQUARE and FRANCIS RICHARD MILLS, solicitors, 28, Bolton-street, London, W.1 (Clarke, Square & Mills), dissolved as and from 27th July, 1931, so far as concerns the said E. W. Clarke, who retires from the said firm.

Wills and Bequests.

His honour Judge Arthur Becher Ellicott, of Bournemouth, for twenty-eight years Judge of the Gloucester County Courts Circuit, and formerly Chancellor of the Dioceses of Gloucester and Bristol, who died on 3rd June, aged eighty-one, left estate in his own disposition of the gross value of £41,681, with net personalty £39,512. He left £2,000 to the Governors of Queen Anne's Bounty, as to £1,000 for the augmentation of poor livings in the Diocese of Gloucester and as to £1,000 for a similar purpose in the Diocese of Bristol; £150 to Nurse Rhoda Kathleen Mary Evans, and £100 to her husband Herbert Evans; £140 to his chauffeur, Herbert Francis Knowles, if still in his service; £50 to each other servant in his service at his decease if of five years' service.

Mr. William Arnold Jolly, of Old-square, Lincoln's Inn, W.C., barrister-at-law, who died on 15th July, left estate of the gross value of £6,545, with net personalty of £5,278. He left £100 to Frances Epps, "who has so long been in our service and has shown great devotion to us."

Mr. Charles Edward Hatten, of Cheltenham, solicitor, who died on 6th June last, left estate of the gross value of £23,114, with net personalty £22,718.

Mr. James Emery, solicitor, of Broadstairs, left estate of the gross value of £4,297, with net personalty £3,513.

Mr. Clitherow Smith, solicitor, Sevenoaks and Salters Hall-court, E.C., left estate of the gross value of £10,182 with net personalty £7,959.

Mr. Alexander D. O. Wedderburn, K.C., Willingdon, Sussex, left estate of the gross value of £70,749, with net personalty £68,405.

Mr. Tobias Harry Tilly, J.P., of Seaton Carew, Durham, solicitor, of West Hartlepool, left estate of the gross value of £21,626, with net personalty, £20,632.

LAW SOCIETY'S SCHOOL OF LAW.

The autumn term will open on Monday, the 28th inst., on which day the Principal will interview students whose surnames commence with the letters A–K, and on Tuesday, the 29th inst., he will interview students whose surnames commence with the letters L–Z. The interviews will take place each day between the hours of 10.30 a.m. and 12.30 p.m. and between 2 p.m. and 5 p.m.

RUGBY FOOTBALL CLUB.

The annual meeting of the Rugby Football Club will be held on Friday, 2nd October, at The Law Society's Hall. Notice of the meeting will be forwarded to each member of the club in due course.

The ground at Grove Park having been acquired for building purposes will not be available during the coming season. The secretary has succeeded in obtaining a ground at Lower Sydenham, alongside Lower Sydenham Station. The area of this ground, unfortunately, does not allow of more than one pitch at present, and the necessary accommodation is now in the course of erection. Those wishing to join the club should send *full* particulars to Mr. D. J. Macarthur, 25, Bloomsbury-square, W.C.1.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th July, 1931) 4½%. Next London Stock Exchange Settlement Thursday, 24th September, 1931.

	Middle Price 16 Sept. 1931.	Flat Interest Yield.			Approximate Yield with redemption		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	89	4	9	11	—		
Consols 2½%	57½xd	4	6	11	—		
War Loan 5% 1929-47	100	5	0	0	—		
War Loan 4½% 1925-45	98	4	11	10	4	14	0
Funding 4% Loan 1960-90	92	4	7	0	4	7	6
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	93½	4	5	7	4	7	6
Conversion 5% Loan 1944-64	103½	4	16	7	4	16	0
Conversion 4½% Loan 1940-44	98	4	11	10	4	14	0
Conversion 3½% Loan 1961	79	4	8	7	—		
Local Loans 3% Stock 1912 or after	66xd	4	10	11	—		
Bank Stock	251½	4	15	5	—		
India 4½% 1950-55	74	6	1	7	6	12	6
India 3½%	53½xd	6	10	10	—		
India 3%	47xd	6	7	8	—		
Sudan 4½% 1939-73	97½	4	12	4	4	12	6
Sudan 4% 1974	88½	4	10	5	4	12	6
Transvaal Government 3% 1923-53 (Guaranteed by Brit Govt. Estimated life 15 yrs.)	86½	3	9	4	3	18	0
Colonial Securities.							
Canada 3% 1938	89	3	7	5	4	17	6
Cape of Good Hope 4% 1916-36	95xd	4	4	3	5	2	6
Cape of Good Hope 3½% 1929-49	84	4	3	4	4	16	9
Ceylon 5% 1960-70	101	4	19	0	4	18	6
*Commonwealth of Australia 5% 1945-75	68½	7	6	0	7	8	3
Gold Coast 4½% 1956	98	4	11	10	4	12	6
Jamaica 4½% 1941-71	95xd	4	14	9	4	15	9
Natal 4% 1937	94½xd	4	4	8	5	5	0
*New South Wales 4½% 1935-1945	55	8	3	8	8	13	9
*New South Wales 5% 1945-65	60	8	6	8	8	8	6
New Zealand 4½% 1945	89½	5	0	7	5	12	6
New Zealand 5% 1946	96½	5	3	8	5	6	9
Nigeria 5% 1950-60	102	4	18	0	4	17	9
*Queensland 5% 1940-60	65	7	13	10	8	2	3
South Africa 5% 1945-75	103	4	17	1	4	16	9
*South Australia 5% 1945-75	70	7	2	10	7	6	0
*Tasmania 5% 1945-75	75½	6	12	5	6	15	0
*Victoria 5% 1945-75	70	7	2	10	7	6	0
*West Australia 5% 1945-75	70	7	2	10	7	6	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	65	4	12	4	—		
Birmingham 5% 1946-56	102xd	4	18	0	4	16	9
Cardiff 5% 1945-65	100	5	0	0	5	0	0
Croydon 3% 1940-60	73	4	2	2	4	15	0
Hastings 5% 1947-67	101xd	4	19	0	4	18	9
Hull 3½% 1925-55	84	4	3	4	4	12	3
Liverpool 3½% Redeemable by agreement with holders or by purchase	76xd	4	12	1	—		
London City 2½% Consolidated Stock after 1920 at option of Corporation	55	4	10	11			
London City 3% Consolidated Stock after 1920 at option of Corporation	65	4	12	4	—		
Metropolitan Water Board 3% "A" 1963-2003	64xd	4	13	9	—		
Do. do. 3% "B" 1934-2003	65	4	12	4	—		
Middlesex C.C. 3½% 1927-47	87	4	0	6	4	13	3
Newcastle 3½% Irredeemable	74	4	14	7	—		
Nottingham 3% Irredeemable	65	4	12	4	—		
Stockton 5% 1946-66	101	4	19	0	4	18	9
Wolverhampton 5% 1946-56	102	4	18	0	4	16	9
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	80	5	0	0	—		
Gt. Western Railway 5% Rent Charge	95½	5	4	9	—		
Gt. Western Rly. 5% Preference	70½	7	1	10	—		
L. & N.E. Rly. 4% Debenture	67	5	19	5	—		
L. & N.E. Rly. 4% 1st Guaranteed	60	6	13	7	—		
L. & N.E. Rly. 4% 1st Preference	36	11	2	3	—		
L. Mid. & Scot. Rly. 4% Debenture	70	5	14	4	—		
L. Mid. & Scot. Rly. 4% Guaranteed	63	6	7	0	—		
L. Mid. & Scot. Rly. 4% Preference	38	10	10	6	—		
Southern Railway 4% Debenture	74	5	8	1	—		
Southern Railway 5% Guaranteed	90½	5	10	6	—		
Southern Railway 5% Preference	65½	7	12	8	—		

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

SOLICITOR (over 20 years' experience conveyancing, probate and estate administration, etc.) desires managing clerkship, large or moderate office, or would manage probate or conveyancing department large office, or manage branch office. Box 775, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LONDON SOLICITOR, with small practice, commissioner, member L.S., conveyancer with exceptional experience, is willing to assist solicitors in conveyancing, including perusing titles, drawing deeds, completions and other matters (not practice of courts), temporarily or on single transactions, or will act as locum tenens on terms to be arranged.—Box 799, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor, LL.B. (Lond.); First-class Intermediate; admitted, seeks post North of England, preferably Newcastle-upon-Tyne; 5½ years in busy office; sound conveyancing (including building society work), probate and trusts experience; hard worker and can act without supervision; excellent references.—Box 838, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B., 331, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (26), admitted general experience in country practice, sound knowledge conveyancing and probate; conscientious worker. Small salary. Manchester or Liverpool districts preferred.—Box 840, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (newly admitted), Public School and LL.B., with conveyancing experience, seeks post where further experience may be gained; experienced speaker and would undertake advocacy.—Box 710, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

JUNIOR Clerk, shorthand-typist, age 20, with knowledge of Courts and public offices, seeks post as outdoor clerk with good firm; 4 years' experience in solicitors' offices; good references; salary £2 per week.—Box 740, Solicitors' Journal, 29 Breams-buildings, E.C.4.

AN EXPERIENCED unadmitted Managing Clerk with good all-round knowledge of conveyancing, probate, trust and company work, desires engagement and is capable of acting without supervision. West End of London preferred.—Write Box 662, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 2-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

HAS employer job which might be done better if he had the right man? Advertiser has excellent record, salesman and sales manager; mechanical and electrical experience; not afraid work; interview please. 11445

EX-CAPTAIN R.E., Survey and Construction engineer, urgently seeks post; can no-one offer suitable post? Failing above, willing to undertake catering or run small business; tactful and high sense of duty. 11069

WANTED, management of fully-licensed P.H. or Off-Licence; would entertain relief pending vacancy; experienced in cellar work, bar and management of staff. Dis. 160

EX-OFFICER, 38, live wire, seeks post representative; knowledge stationery trade; adaptable; good personality; business getter; consider any good selling line with reputable firm on salary and commission basis; good references. 12835

A.M.I. MECH. E., 47, married, ex-Captain R.A.O.C., seeks permanent post as fitter, mechanical draughtsman, inspector, foreman, or assistant works manager; many years' experience home and abroad, inspector machinery, locos., workshops, etc. 9670

TRAVELLER, 36, Reserve Officer, seven years' provisions, good selling record, desires position with reputable firm, London or East Anglia; salary and commission; highest credentials. 12557

ARTICLED CLERKS, &c.

LONDON, City and Suburban Solicitors have vacancy for Articled Clerk, who will be under the direct supervision of the Principals. Public School man preferred; busy general practitioners and conveyancers; exceptional opportunity for suitable gentleman to secure junior partnership upon the termination of articles.—Box 853, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OPENING occurs for Articled Pupil in well-established auctioneers and estate Agents; personal supervision; premium required, returnable nominal salary.—Write Box 849, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WEST-END firm have opening for well-educated youth wishing to acquire general knowledge of estate agency business; good prospects for a smart youth.—Write Box 850, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ARTICLED Clerk.—Solicitor with old-established practice (Lincoln's Inn) has vacancy. Excellent opportunity for experience; personal supervision given.—Write Box 208, Advertising Offices, 84, Queen Victoria-street, E.C.4.

PRACTICES AND PARTNERSHIPS.

SOLICITOR, admitted May, 1930, at present practising on own account, desires partnership in general practice. Experienced in litigation and general country practice; would undertake advocacy; capital available.—Box 848, Solicitors' Journal, 29, Breams-buildings, London, E.C.4.

SOLICITOR, 37, Oxford Graduate, C.O., of wide experience in conveyancing, company, trust and family business, seeks partnership yielding £1,000 to £2,000 per annum net in well-established firm in Liverpool.—Box 770, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor, admitted 1930, desires Junior Partnership in general practice after short preliminary clerkship. Experienced in conveyancing, probate and general country practice, including some advocacy. Capital available.—Box 737, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (31), formerly a member of the Bar, desires to purchase partnership in well-established firm in London or Southern Counties; thorough general experience in London and provinces; capital available.—Box 686, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OFFICES.

OPENING for Solicitor above Auctioneers. Important Eastern Suburb. One commencing practice or branch office; business introduced.—Write F.A.I., care Deacon's, Fenchurch-avenue, E.C.3.

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BOOKS AND PUBLICATIONS.

FOR SALE.—Law Journal Reports (including Statutes), 1842 to 1890; some bound, some unbound; also Digest, etc.; The Jurist, 1840 to 1853, and various other works. Particulars on application.—Apply Box 855, Solicitors' Journal, 29, Breams-buildings, E.C.4.

JUSTICE OF THE PEACE, 1903 to 1930, Paper and Reports inclusive to 1916, half-calf; remainder unbound. Also Furniture by selection, and large Milner's Safe.—Box 846, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—Bound Volumes of "Punch," 1879, 1880 and 1881, "Judy," 1877, 1877-8, 1879, 1880 and 1881, and "Fun," 1877, 1878, 1880 and 1881. What offers?—Replies to "Insurance," Box 811, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INFORMATION REQUIRED.

2s. per line.

WILL any Solicitor or other person who can give information with regard to a Will which may have been made by HAROLD FREDERICK MAPPIN, late of Sheffield, communicate with Lewis & Lewis, of 10, 11 & 12, Ely-place, London, E.C.1.

IF CONSTANCE MILDRED LAWRENCE (widow) and Florence Ruth Goddard (wife of Walter Goddard), the children of William Halford, Merchant, who died a widower, on 21st July, 1915, at 4, Bishopsgate, London, aged 78, or their heirs and successors, will COMMUNICATE with the Acting Master of the Special Court of Swaziland, Mbabane, they will hear of something to their advantage.

WILL WILLIAM J. RITCHEY, or anyone knowing his whereabouts, please write to WALTER A. RITCHEY, care of Lee Davis, Caldwell, Ohio, U.S.A.?

ALEXANDER GEORGE MACKAY, otherwise ALASTAIR GEORGE MACKAY, son of Alexander Murdoch Mackay and Ann Mackay, née Pugh, who left England probably between 1895 and 1900, or any descendants or anyone having any KNOWLEDGE of his WHEREABOUTS is requested to COMMUNICATE with Messrs. Tamplin, Joseph, Ponsonby, Ryde & Flux, Solicitors, 45, Russell-square, London, W.C.1, England.

RE FRED LESLIE BROWN, deceased, formerly of the Igna Engineering Co., Ltd., of Dudley, and who frequently resided at the Palace Hotel, London, and Yenton Hotel, Erdington, Birmingham.—Will anyone able to give INFORMATION concerning the ESTATE of the above please COMMUNICATE with Bailey, Cox & Co., 10A, Temple-row, Birmingham?

RE GORDON RUSSELL, Deceased.—Will any SOLICITOR or other person having KNOWLEDGE of any WILL made by the above-named deceased, late of "Goodtrees" Cowden, Kent, and 36, Sydney-street, Chelsea, S.W.3, who died on the 5th day of July, 1931, please COMMUNICATE with BARRY O'BRIEN & CO., Solicitors, of 32, Victoria-street, Westminster, S.W.1.

MRS. MAUD DRUMMOND, formerly of 6, Lincoln-street, Sloane-square, S.W.3, understood to have been a nurse at Hawick, N.B., during the war, or anyone knowing of her whereabouts, please write to J. C. and A. Steuart, W.S., 25, Rutland-street, Edinburgh.

IF NELLIE GRACE WILSON, last heard of nine years ago at 54, Park-street, East Greenwich, S.E.10, will COMMUNICATE with Messrs. Stephens & Son, Solicitors, 41, Railway-street, Chatham, Kent, she will hear of something to her advantage.

BOISRAGON, deceased.—COL. GUY HUDLESTON, V.C.—Will anyone having KNOWLEDGE of existence or whereabouts of a WILL or TESTAMENTARY DOCUMENTS or any other papers relating to this gentleman's affairs please COMMUNICATE immediately with Messrs. Finch, Jennings & Tree, 2, Gray's Inn-square, W.C.2.

MRS. ADA LATCHAM, deceased.—Will any Solicitor or other person having any KNOWLEDGE of any WILL made subsequent to the 28th January, 1904, by the above-named deceased, late of 3, Seavale-road, Clevedon, Somerset, who died on the 18th March, 1931, please communicate with Messrs. WEBBER & BULL, Solicitors, 34, Baldwin-street, Bristol.

THOMAS HODGSON, deceased, late Solicitor of Birmingham, died 31st March, 1891.—INFORMATION is desired as to the present addresses of two Grandchildren of the above, viz., MAGGIE HODGSON and HERBERT JOHNSON, by Messrs. Donaldson & Co., of 4 Bloomsbury Place, London, W.C.1, Solicitors on behalf of the Executor of Miss I. E. BARDSWELL, deceased.

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Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

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Solicitors, Messrs. Nordon, Hugh-Jones & Flinn, Cross Keys House, 56, Moorgate, E.C.2.
Auctioneers, Messrs.

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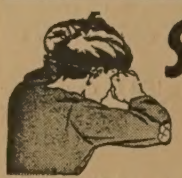

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